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|--|---|--|-------------------|--|---|---|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES | | |
| 2. AMENDMENT/MODIFICATION NO. | | | 3. EFFECTIVE DATE | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY | | | CODE | | 7. ADMINISTERED BY (If other than Item 6) | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | | | (X) | | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | | | | 9B. DATED (SEE ITEM 11) | | |
| | | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | | |
| | | | | | | 10B. DATED (SEE ITEM 11) | | |
| CODE | | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | | |
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | | |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| | D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | | |
| | | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | | |
| 15B. CONTRACTOR/OFFEROR | | | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | |
| (Signature of person authorized to sign) | | | | | | (Signature of Contracting Officer) | | |
| | | | | 16C. DATE SIGNED | | | | |

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification _____
Net increase \$ _____

(2) Accounting classification _____
Net decrease \$ _____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$ _____

(ii) Total contract price decreased by \$ _____

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

1. The specifications and drawings for Invitation No. DACW64-03-B-0011, Dredging, Mouth of Colorado River Navigation Channel and Impoundment Basin in Matagorda County, Texas, Colorado River and Tributaries, Texas, advertised 28 April 2003, and for which bids are to be opened on 28 May 2003, are hereby modified as follows:

(a) Specifications.

(1) TITLE OF PROJECT. - The Title of this Project Manual and all references to the Title throughout the Manual shall be changed to read: "COLORADO RIVER AND TRIBUTARIES, TEXAS, MOUTH OF COLORADO RIVER NAVIGATION CHANNEL AND IMPOUNDMENT BASIN IN MATAGORDA COUNTY, TEXAS, DREDGING."

(2) BIDDING SCHEDULE, Pages 00010-1 and 00010-2. 1 The enclosed Bidding Schedule, Pages 00010-1 and 00010-2 supersedes that issued with this Invitation.

(3) Page 00800-2, Paragraph 1(e). - In the Index of Drawings, Drawings Column, change "2 Sheets" to "3 Sheets."

(4) SECTION 02482 DREDGING. - The enclosed new SECTION 02482 entitled DREDGING supersedes that issued with this Invitation.

(b) Drawings.

(1) Sheets 1 of 2 and 2 of 2. - The enclosed new Sheets 1 of 3 through 3 of 3 supersede Sheets 1 of 2 and 2 of 2 issued with this Invitation.

2. This amendment shall be attached to and become a part of the specifications.

3 Encls:

1. Bd Sched, Pgs 00010-1 & 00010-2
2. Section 02482
3. Shts 1 of 3 thru 3 of 3

File 8334S

INVITATION NO. DACW64-03-B-0011

**COLORADO RIVER AND TRIBUTARIES,
TEXAS, MOUTH OF COLORADO
RIVER NAVIGATION CHANNEL AND
IMPOUNDMENT BASIN IN MATAGORDA
COUNTY, TEXAS, DREDGING**

**BIDDING SCHEDULE
(TO BE ATTACHED TO STANDARD FORM 1442)**

| Item No. | Description | Estimated Quantity | Unit | Unit Price | Estimated Amount |
|------------------------------|------------------------------------|-----------------------|------|---------------|---------------------|
| <u>SCHEDULE NO. 1</u> | | | | | |
| 0001 | Mobilization and Demobilization | 1 | L.S. | \$_____ | \$_____ |
| 0002 | Dredging | 248,000 | C.Y. | \$_____ | \$_____ |
| 0003 | Pipelines | 1 | L.S. | \$_____ | \$_____ |
| TOTAL SCHEDULE NO. 1 | | | | | \$_____ |

00010-1

(To Accompany Amendment No. 0001 to Invitation No. DACW64-03-B-0001)

**BIDDING SCHEDULE (Cont'd)
(TO BE ATTACHED TO STANDARD FORM 1442)**

1. ARITHMETIC DISCREPANCIES (JAN 1997) (EFARS 52.214-5000).

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. MODIFICATIONS (CESWG). If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment of each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

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SECTION 02482 - DREDGING**PART 1 - GENERAL**

1.1 SCOPE OF WORK. The work in this Section consists of furnishing plant, labor, materials, and equipment and performing the work required by these specifications, schedules, and drawings forming parts thereof for dredging the Colorado River Navigation Channel and Impoundment Basin in Matagorda County, Texas as follows

| Required Depth Below MLT (FT) | Required Width (FT) | From Station | To Station | Distance Between Station (FT) |
|---|---------------------|-----------------|------------|-------------------------------|
| <u>COLORADO RIVER NAVIGATION CHANNEL</u> | | | | |
| 9 | 200 | 35+200 | 33+535 | 1,996 |
| 9 | 200-100 | 33+204 | 32+800 | 404 |
| 9 | 100 | 32+800 | 32+600 | 200 |
| | | SUBTOTAL | | 2,600 |
| <u>COLORADO RIVER IMPOUNDMENT BASIN</u> | | | | |
| 30 | 690 | 34+200 | 33+900 | 300 |
| | | SUBTOTAL | | 300 |
| | | TOTAL | | 2,900 |

1.1.1 The varying bottom width(s) and lengths to be dredged are shown on the drawings referred to in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS. The Contractor shall remove sufficient material to provide the limiting side and end slopes specified in the Paragraph: OVERDEPTH, SIDE AND END SLOPES, below.

1.2 LOCATION. Mouth of the Colorado River in Matagorda County, Texas. A Government Contractor is currently constructing the rock training dike. The Contractor shall coordinate construction activities with the current Government Contractor.

1.3 OBSTRUCTION OF CHANNEL. The Government will not undertake to keep the Channel free from vessels or other obstructions, except to the extent of the regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work using a method that will obstruct

navigation as little as possible, and if the Contractor's plant does obstruct the Channel and makes the passage of vessels difficult or endangers them, the plant shall be promptly moved on the approach of a vessel as far as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed under this contract.

1.4 TEMPORARY REMOVAL OF AIDS TO NAVIGATION. The temporary removal or changes in locations of channel markers may be required to facilitate dredging operations. The Contractor shall notify the Contracting Officer at least 21 days prior to the date that the removal or change in location of channel markers will be required so the U.S. Coast Guard can perform the work and so navigation interests may be informed sufficiently in advance of the proposed removal or change in location.

1.5 NOTIFICATION PRIOR TO COMMENCEMENT OF DREDGING OPERATIONS. The Contractor shall notify the Area Engineer, Northern Area Office, in writing, at least 10 days prior to commencement of dredging operations, the location or locations at which a dredge or dredges will be placed on the work. This information is required in addition to the progress charts and schedules provided for in the CONTRACT CLAUSE entitled SCHEDULE FOR CONSTRUCTION CONTRACTS.

1.6 UTILITIES ACROSS THE LIMITS OF DREDGING. No known pipelines cross the area to be dredged.

1.7 WORK COVERED BY THE CONTRACT PRICE.

1.7.1 Mobilization and Demobilization. The contract lump sum price for "Mobilization and Demobilization" shall include the costs in connection with mobilization and demobilization of the plant necessary to perform work under the various bid items. The contract price shall include transportation and other costs incidental to delivery of the plant and other equipment to the general work area in condition ready for operation and, after the completion of the work, for removal of the plant and equipment from the work site.

1.7.2 Dredging. The contract price per cubic yard for "Dredging" shall include the cost of removal and placement of the material as specified in the Paragraphs: CHARACTER OF MATERIALS and PLACEMENT OF EXCAVATED MATERIAL below.

1.7.3 Pipelines. The contract lump sum price for "Pipelines" shall include the cost to place, remove, and handle shore pipelines to and at the Placement Areas, for procurement of materials, and for construction of ramps or installation of culvert pipes which may be necessary in connection with placing shore pipelines.

1.8 CHARACTER OF MATERIALS.

1.8.1 Material. The material to be removed to restore the depths within the limits specified in the Paragraph: SCOPE OF WORK, above, is composed of shoals that have accumulated over a period of time; however, some virgin material may be

encountered in the prescribed depth, allowable overdepth, or side slope dredging. Bidders are expected to examine the worksite and the records of previous dredging, which are available in the Northern Area Office, and after investigation decide for themselves the character of the materials.

1.8.2 **Debris.** Other materials, including scrap, rope, wire cable, snags, and stumps may be encountered in the specific limits and overdepth dredging and no separate payment will be made for removal and disposal of this debris.

1.9 MEASUREMENT

1.9.1 **Dredging.** The total amount of material removed and to be paid for under this Item of the Bidding Schedule shall be measured by the cubic yard in place. The measurements shall be made by computing the volume between the bottom surface shown by fathometer soundings of the last survey made before dredging and the bottom surface shown by the fathometer soundings of a survey made as soon as practicable after the entire work specified in the Paragraph: SECTIONS below, has been completed and included within the limits of the overdepth and side and end slopes specified in the Paragraph: OVERDEPTHS, SIDE AND END SLOPES below, less deductions that may be required for misplaced material specified in the Paragraph: PLACEMENT OF EXCAVATED MATERIAL below.

1.9.2 **Electronic Positioning.** In using electronic positioning the Government will make a corrective adjustment, if applicable, in the volume computation process to compensate for the repeatability tolerance of the electronic positioning equipment, between "before-dredging" and "after-dredging" surveys. The amount of this adjustment will be limited to a shift of plus or minus 3 meters on an azimuth from the baseline normal to the centerline of the cut, of the "after-dredging" survey with respect to the "before-dredging" survey. Adjustments made in "after-dredging" cross sections will also result in a similar adjustment to the "before-dredging" cross sections in the area not dredged. The horizontal control points shown are the control points the Government will use to perform electronic surveys on the waterway. The Government does not guarantee permanent access to these control points, therefore, it may be necessary for the Contractor to establish its own network of survey points from these survey points or from other U.S. Coast and Geodetic Survey (USCGS) monuments. Location and description of the horizontal control points which the Government plans to use to perform electronic surveys on the Mouth of the Colorado River project is available at the Northern Area Office, Galveston Location. The Contractor shall be responsible for establishing its own reference line to conduct hydrographic surveys and dredging operations if electronic positioning equipment is not used.

1.9.4 **Drawings.** The drawings already prepared as specified in the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled CONTRACT DRAWINGS AND SPECIFICATIONS represent conditions existing as of the date of their preparation (average existing conditions). However, to reflect anticipated shoaling occurring between the dates of preparation of the drawings and the dates of the "before-dredging" sections, the estimated dredging quantities specified in the Bidding Schedule have been adjusted accordingly. The depths and elevations shown thereon will be verified and corrected by

fathometer soundings taken by the Government before dredging. Determination of quantities removed and the deductions made therefrom to determine quantities by in-place measurement to be paid for in the area specified, after having once been made will not be reopened, except on evidence of collusion, fraud, or obvious error.

1.10 PAYMENT.

1.10.1 Mobilization and Demobilization. Payment for this item will be made pursuant to the conditions of the SPECIAL CONTRACT REQUIREMENTS, STANDARD CLAUSE entitled PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.10.2 Dredging. Monthly partial payments for "Dredging" will be based on approximate quantities determined by fathometer soundings or sweepings taken behind the dredge.

1.10.3 Pipelines. Monthly partial payments for "Pipelines" will be based on estimates of the work completed during the period up to 80 percent of the contract price; the remaining 20 percent will be paid in the first monthly partial payment after removal of the pipeline and final clean-up of the pipeline route.

PART 2 - PRODUCTS

2.1 BRIDGE-TO-BRIDGE RADIOTELEPHONE EQUIPMENT. Dredge and self-propelled attendant floating plant shall be radiotelephone equipped to comply with the provisions of the Vessel Bridge-to-Bridge Radiotelephone Act (Public Law 92-63). This will require, as a minimum, the radiotelephone equipment capable of transmitting and receiving on 156.65 MHZ (Channel 13). Multi-channel equipment will also require 156.8 MHZ (Channel 16). Dredge tugs and tenders will be considered towing vessels within the meaning of the Act.

PART 3 - EXECUTION

3.1 ESTIMATED QUANTITIES.

3.1.1 Required Dredging Prism. The total estimated quantity (quantities) of material necessary to be removed from the required dredging prism, exclusive of allowable overdepth, to complete the work specified in the Paragraph: SCOPE OF WORK above, in cubic yards, in-place measurement, including anticipated shoaling occurring prior to the dates of the "before-dredging" sections is as follows:

| | |
|-----------------------------------|---------------------|
| COLORADO RIVER NAVIGATION CHANNEL | 49,000 Cubic Yards |
| COLORADO RIVER IMPOUNDMENT BASIN | 169,000 Cubic Yards |
| TOTAL | 218,000 Cubic Yards |

3.1.2 Overdepth. The maximum amount of allowable overdepth dredging is estimated in cubic yards, in-place measurement, including anticipated shoaling occurring prior to the dates of the "before-dredging" sections is as follows:

| | |
|-----------------------------------|---------------------------|
| COLORADO RIVER NAVIGATION CHANNEL | 15,000 Cubic Yards |
| COLORADO RIVER IMPOUNDMENT BASIN | 15,000 Cubic Yards |
| TOTAL | 30,000 Cubic Yards |

3.1.3 Estimated Quantities. Within the limit of available funds, the Contractor will be required to excavate the entire quantity of material necessary to complete the work specified in the Paragraph: SCOPE OF WORK above, be it more or less than the amounts above estimated. The work is to be done in accordance with this contract and at the contract price or prices, subject to the provisions of the NON-REGULATED CONTRACT REQUIREMENTS CLAUSE entitled VARIATIONS IN ESTIMATED QUANTITIES - DREDGING.

3.2 SECTIONS. For the purpose of acceptance, the dredging work Item in the Bidding Schedule is divided into Sections, as follows:

| Section No. | From Station | To Station | Length of Section (Feet) | (1)(2) Prescribed Depth (CY) | (2) Allowable Overdepth (CY) | (2) Total Estimated (CY) |
|--|--------------|------------|--------------------------|------------------------------|------------------------------|--------------------------|
| COLORADO RIVER NAVIGATION CHANNEL | | | | | | |
| 1 | 35+200 | 32+600 | 2,600 | 49,000 | 15,000 | 64,000 |
| TOTALS | | | 2,600 | 49,000 | 15,000 | 64,000 |
| COLORADO RIVER IMPOUNDMENT BASIN | | | | | | |
| 2 | 34+200 | 33+900 | 300 | 169,000 | 15,000 | 184,000 |
| TOTALS | | | 300 | 169,000 | 15,000 | 184,000 |
| (1) The term "prescribed depth" is synonymous with the term "required depth" and "required dredging prism" used elsewhere in these specifications. | | | | | | |
| (2) Includes anticipated shoaling. | | | | | | |

3.3 ORDER OF WORK. The order of work shall be determined by the Contractor.

3.4 PLACEMENT OF EXCAVATED MATERIAL

3.4.1 General. The Contractor shall inspect the proposed Placement Area to ensure that using the Area for placement operations will not place it in violation of the applicable Federal, State, or local statutes concerning fish and wildlife. Particular

statutes which the Contractor shall consider include, but are not limited to, the Federal Migratory Bird Treaty Act and the Endangered Species Act of 1973. The material excavated shall be transported and deposited in the Placement Area shown. Except as otherwise noted, material will not be deposited or allowed to flow into project channels, a bayou or stream tributary to the Waterway, an existing drainage outlet ditch, canal, water intake, or outlet facility, nor shall materials be allowed to flow onto improved areas including highways and roads in or adjacent to the Placement Area. In the event a stream, bayou drainage outlet, ditch, canal, water intake or outlet facility becomes shoaled as a result of the dredging or placement operations, the Contractor shall promptly remove these shoals and the material shall be placed in the Placement Area. Dragging or washing operations to remove the shoals will not be permitted. Holes dug on the banks for deadmen or anchorage shall be filled. The Contractor shall adequately inspect its placement operations in the Placement Area daily to reduce the possibility of accidental breaching of levees and spillway with resulting spillage of dredged materials outside the Area. If levee failures occur while materials are being pumped into the Placement Areas, dredging operations shall be stopped immediately, and deposit of the material in the Area shall not be resumed until the confining structures have been restored to an approved condition. Materials shall be deposited so that no water is impounded and natural drainage is not obstructed. Once placement operations are completed in a confined area for which the Placement Area is being used, the boards on the spillway of that Placement Area shall be removed at a proper rate to allow drainage of the Area. Every effort has been made to give the pertinent details on the location of utility pipelines, structures, and other facilities which may be encountered. The data shown are substantially correct. However, the Contractor shall investigate existing conditions and satisfy itself as to the existence of additional construction which may interfere with the work herein specified. Confined areas shall be maintained in operational condition until completion and acceptance of the work in this contract. The NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSE entitled DAMAGE TO WORK is only applicable to damage of levees and other non-dredging items.

3.4.2 Placement Areas.

3.4.2.1 Colorado River Placed Materials. Dredged materials from the Colorado River Navigation Channel shall be discharged within an area between the existing bluff along the shoreline bluff and the outer limit of the designated placement area, at the location shown. The result shall be the construction of an emergent area of fill, extending from the existing shoreline across the existing surf zone. Fill elevation shall be limited to no more than +8 feet MLT at any location within the discharge zone. An energy dissipater or spreader shall be used at the discharge end of the discharge pipe so that the material is relatively evenly spread, throughout the portion of the area used for discharge, with no obvious mounds, holes or depressions. This can also be accomplished by frequent movement of the discharge point, and by using crawler-type tractors or some other mechanical means of spreading material to level the surface.

3.4.3 Pipelines.

3.4.3.1 Pipeline Right-of-way. The dredge pipeline routes to the Placement Area shall follow closely the locations shown. Detail right-of-way drawings showing the location of the pipeline routes with respect to property lines are available for inspection at the Northern Area Office, Jadwin Building, Room 209F, 2000 Fort Point Road, Galveston, Texas 77550-1229. The pipeline corridor in the Placement Area is located within critical habitat of the threatened and endangered piping plover. Operations shall be accomplished within the designated pipeline corridor shown. Additionally, upon completion of discharge operations, equipment tracks and ruts shall be repaired and the area restored to its natural state.

3.4.3.2 Location Details. Every effort has been made to give the pertinent details on locations of utility pipelines and other facilities which may be encountered in trenching or jacking operations. The data shown are substantially correct. However, the Contractor shall investigate existing conditions and satisfy itself as to the existence of additional construction which may interfere with pipeline laying herein specified.

3.4.3.3 Submerged Pipeline Sections. If the Contractor elects to use a submerged section in the dredge discharge pipeline for crossing a navigable channel it may do so without the formality of obtaining a Department of the Army permit for work on structures in navigable waters. However, three (3) copies of detailed plans of the submerged section shall be submitted and approved prior to use of the submerged section. The plans shall indicate clearly the width and depth of the navigation opening and the method used to mark it by day and by night for the safety of navigation. The minimum bottom width of the submerged section shall not be less than 200 feet wide for channels whose authorized width is greater than 200 feet. The minimum bottom width of the submerged section for channels whose authorized width is less than 200 feet shall be the width of the authorized Federal Channel. The highest point on the pipe or ball connection occurring across the bottom width of a submerged section shall not be higher than 16 feet below MLT in the Colorado River project. Lighted buoys, meeting the requirements of U.S. Coast Guard Regulation 33 C.F.R. 62.25, shall be provided by the Contractor to mark the navigation opening. A red buoy exhibiting a quick flashing red light shall be used to mark the right side of the opening and a black buoy exhibiting a quick flashing green light shall be used to mark the left side of the opening. The frequency of the flashes shall be not less than 60 per minute. "Right side" and "left side" of the opening shall be in conformance with the lateral system of buoyage established by the U.S. Coast Guard. Requirements for the lighted buoys and description of the lateral system will be found in the U.S. Coast Guard publication CG 208 entitled "Aids to Navigation." Lights to be displayed on pipelines shall be in accordance with U.S. Coast Guard Regulation 33 C.F.R. 80.23.

3.4.4 Unauthorized Placement of Material.

3.4.4.1 Misplaced Excavated Material. Excavated material that is deposited other than in places designated or approved will not be paid for and the Contractor may be required to remove the misplaced excavated material and deposit it where directed without cost to the Government.

3.4.4.2 Debris Disposal. During the progress of the work, the Contractor shall not deposit worn out discharge pipe, wire rope, scrap metal, timbers, other rubbish or obstructive material in the Placement Area, except as specified herein, or along the banks of the navigable waters. The Contractor shall also remove and dispose of existing wire rope, scrap metal, cable spools, pipe and discarded or abandoned dredge parts and materials located within 20 feet of the near bottom edge of both sides of the channel within the limits of the work specified herein. This material, together with scrap, rope, wire cable, piles, pipe, or other obstructive material which may be encountered during the dredging operations, shall be disposed by the Contractor at approved locations.

3.4.5 Easements. Permits authorizing the laying of shore pipe, and for placement of dredged material in the Placement Areas, are on file and available for examination in the office of the U. S. Army Corps of Engineers, Northern Area Office, Jadwin Building, Room 209F, 2000 Fort Point Road, Galveston, Texas. The instruments authorizing the laying of shore pipelines may contain certain restrictions relative to specific route, location, and general use of the land. These instruments form a part of these specifications and the Contractor shall strictly comply with the terms thereof.

3.4.6 Preservation of Public and Private Property.

3.4.6.1 Damages. Fences, roads, ditches, private or public grounds, and other structures or improvements damaged as a result of the Contractor's operations herein specified shall be repaired or rebuilt by the Contractor at its expense. The areas used by the Contractor in laying and maintaining pipelines shall be restored to the same or as good a condition as existed prior to commencement of the work. Upon completion of the work, the ends of culverts shall be fully closed with wooden bulkheads and trenches and bank cuts shall be backfilled to original ground level.

3.4.6.2 Accountability and Restoration. The Contractor shall preserve and protect the existing informational and directional signs, camp facilities, water wells and tanks, station markers, mile markers, and mooring piles which have been established along either bank of the Waterway within the reaches of the dredging operations covered herein. The Contractor shall be accountable for and will be required to replace or restore at its expense the signs, camp facilities, water wells and tanks, markers, and mooring piles damaged or destroyed as a result of dredging operations herein specified.

3.4.7 Alternate Placement Area(s) Proposed by Contractor After Award of Contract.

3.4.7.1 Alternate Placement Area(s). If, after award of the contract, a placement area(s) other than that specified herein is proposed, its acceptance will be subject to approval of the Contracting Officer. The Contractor shall furnish written permission from the owners for the use of the substitute placement area(s) and written permission from the owners of the properties involved in obtaining access to the substitute placement area(s). The Contractor shall coordinate the use of the substitute placement area(s) with Federal and State Natural Resource Agencies and shall submit, with its proposal, documentation that demonstrates compliance with the applicable laws and regulations pertinent to designation and coordination of dredged material placement

area(s). The Galveston District shall be consulted for specific requirements. Expenses incurred in connection with providing and making available another placement area(s) shall be borne by the Contractor. Materials deposited thereon and operations in connection therewith shall be at the Contractor's risk.

3.4.7.2 Data Submittal. The award of the modification will be subject to the approval of the proposed Contractor-furnished placement area(s) and unless the foregoing required data are furnished with the Contractor's request, the modification for the use of the proposed substitute placement area(s) will not be considered.

3.5 OVERDEPTH, SIDE, AND END SLOPES.

3.5.1 Overdepth. To cover inaccuracies of the dredging process, material actually removed from within the specific area to be dredged to a depths as specified in the Subparagraph: Table of Allowable Overdepth, Side and End Slopes below, will be estimated and paid for at contract price or prices.

3.5.2. Side and End Slopes. Material actually removed from within approved limits, to provide for final side and end slopes as specified in the Paragraph: OVERDEPTH, SIDE AND END SLOPES above, but not in excess of the amounts originally above these limiting side and end slopes will be estimated and paid for, whether dredged in original position or by dredging space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of side and end slopes dredging, net dimensions, without allowance for overdepth, will be used.

3.5.3 Excessive Dredging. Material taken from beyond the limits as extended in the Subparagraphs: Overdepth, and Side and End Slopes, above, will be deducted from the total amount dredged as excessive overdepth dredging or excessive side or end slope dredging, for which payment will not be made. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with the applicable provisions of either the NON-REGULATED SPECIAL CONTRACT REQUIREMENTS CLAUSE entitled FINAL EXAMINATION AND ACCEPTANCE or SHOALING.

3.5.4 Table of Allowable Overdepth, Side and End Slopes.

| From Station | To Station | Allowable Overdepth (Feet Below Required Depth) | Final | | | | Above Plane (Feet Below MLT) |
|-----------------------------------|---------------|--|------------|------------|-----------|------------|--|
| | | | Side Slope | | End Slope | | |
| | | | Grade | | Grade | | |
| | | | Vertical | Horizontal | Vertical | Horizontal | |
| COLORADO RIVER NAVIGATION CHANNEL | | | | | | | |
| 35+200 | --- | --- | --- | --- | 1 | 5 | 9 |
| 35+200 | 32+600 | 1 | 1 | 5 | --- | --- | 9 |
| 32+600 | --- | --- | --- | --- | 1 | 5 | 9 |
| COLORADO RIVER IMPOUNDMENT BASIN | | | | | | | |
| 34+200 | --- | --- | --- | --- | 1 | 5 | 30 |
| 34+200 | 33+900 | 2 | 1 | 5&0 | --- | --- | 30 |
| 33+900 | --- | --- | --- | --- | 1 | 5 | 30 |

3.6 REPORTING REQUIREMENTS. The Contractor shall prepare and maintain a daily Dredging Report using the Galveston District's automated Contractor's Daily Report database. This database replaces SWG Form 89 (ENG Form 27A). The program will be provided to the Contractor using 3.5-inch diskettes at the pre-construction conference. Instructions and demonstration on the installation and use of this software will also be provided at the pre-construction conference. The Contractor will need an IBM compatible with a minimum of a 486/66 processor with 8 Mb of RAM running Microsoft Windows 3.11 or Microsoft Windows 95, Y2K compliant. Hard drive space needed to install the program and accommodate the data will be approximately 15 Mb. Printing will be best accomplished with either a LaserJet or Inkjet Printer on 8.5-by 11-inch paper in the portrait mode. Modem settings will be automatically handled at the point of transmission, but the Contractor is required to know what serial communications (COM) port it used for the modem (for example: COM1, COM2, or COM3). A telephone number for transmitting the data by modem to the District server will also be provided at the pre-construction conference. The Contractor will however have the option of submitting the data either by diskette or by modem. If the Contractor elects to submit the data by modem, the data shall be submitted on a daily basis. If the Contractor elects to submit the reports by diskette, the data will still be submitted on a daily basis when possible. Coordination on delays shall be made with the Area Engineer or its designated representative. The Contractor will be required to print and sign reports and submit the original hard copies to the Area Engineer to verify authentication. Monthly reports will be generated by the District Office using the reporting features of the database. If technical problems arise, the point-of-contact for this matter will be Tim Baumer at (409) 766-3874.

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